

02-02-1999



100900415

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

1999 SEP 25 PM 2:45

OPR/FINANCE

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New **9-25-98**
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- License
- Security Agreement and Amendments
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association - National Banking
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1800 FRAME: 0094

00000294 1434662
9/28/1998
FC:ML
FC:MR

FORM PTO-1618B
Expires 06/30/99
OMB 0651-0027

Page 2

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Lisa Brooks Hammond

9-21-98

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 08/30/99
OMB 0851-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association - National Banking

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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FOURTH AMENDMENT
TO
TRADEMARK SECURITY AGREEMENT

This FOURTH AMENDMENT TO TRADEMARK SECURITY AGREEMENT (the "Fourth Amendment") is made as of this 31st day of July, 1998, by NationsBank, N.A., successor to Boatmen's First National Bank of Kansas City, with an office at 10th and Baltimore, Kansas City, Missouri 64105 ("Bank") and Williams Foods, Inc., a Missouri corporation with an address of 13301 West 99th Street, Lenexa, Kansas 66215 ("Obligor"):

W I T N E S S E T H:

WHEREAS, Obligor entered into a certain Trademark Security Agreement with Bank as of the 1st day of September, 1994, and said Agreement has been previously amended;

WHEREAS, said Trademark Security Agreement provides that, if Obligor obtains rights to any new Trademarks or Licenses, as those terms are defined in the Trademark Security Agreement, Bank has the authority to modify the Trademark Security Agreement by amending Exhibit A thereto to include on said exhibit any such Trademarks that are registered;

WHEREAS, Sun Bird Foods, Inc., a California corporation, has assigned to Obligor all of the former's right, title, and interest in and to the following marks (the "Marks"), together with all of the goodwill associated therewith:

<u>Mark</u>	<u>Reg. No.</u>	<u>Date Registered</u>
SUN-BIRD	1,124,991	Sep. 11, 1979
SUN-BIRD (and design)	1,582,810	Feb. 13, 1990
SUN BIRD (and design)	1,838,448	May 31, 1994
SUN BIRD (and design)	2,121,797	Dec. 16, 1997
SUN BIRD (and design)	TMA 393567 (Canada)	Jan. 31, 1992

WHEREAS, said marks were registered in the United States Patent and Trademark Office or the Canadian trademark agency, as the case may be, on the dates shown opposite each, above; and

WHEREAS, Bank desires to modify the Trademark Security Agreement by (i) amending Exhibit A to include the Marks and (ii) amending the Trademark Security Agreement further to expand the definition of the "obligations" to which the Agreement refers, and Obligor is willing to agree to add such expanded definition.

NOW, THEREFORE, pursuant to the authority given it in Paragraph 5 of the Trademark Security Agreement, Bank hereby modifies the Trademark Security Agreement by amending Exhibit A to that agreement to include the Marks, so that Exhibit A, as amended, reads as shown on the attached Exhibit A to this Fourth Amendment.

In addition, pursuant to the provisions of Paragraph 14 of the Trademark Security Agreement, Obligor and Bank modify the definition of the term "Obligations" as it is used in that Agreement, including all amendments, so that, in addition to any other obligations to which the term may refer, "Obligations" shall also mean all indebtedness (whether principal, interest, fees or otherwise), obligations and liabilities of Obligor to Bank (including without limitation all extensions, renewals, modifications, rearrangements, restructures, replacements and refinancings thereof, whether or not the same involve modifications to interest rates or other payment terms of such indebtedness, obligations and liabilities), whether now existing or hereafter created, absolute or contingent, direct or indirect, joint or several, secured or unsecured, due or not due, contractual or tortious, liquidated or unliquidated, arising by operation of law or otherwise, or acquired by Bank outright, conditionally or as collateral security from another, including but not limited to the obligation of Obligor to repay future advances by Bank, whether or not made pursuant to commitment and whether or not presently contemplated by Obligor and Bank, and the obligation to repay advances by Bank under any letters of credit issued for Obligor's account, and (to the extent permitted by law) all costs of collection thereof, including but not limited to reasonable attorney's fees and actual attorney's expenses (whether or not there is litigation), court costs and all costs in connection with any proceedings under the United States Bankruptcy Code pertaining thereto; provided, however, that the term "Obligations" shall not include any indebtedness evidenced by or secured pursuant to any writing which states in effect that such indebtedness is secured only by the property described in such writing, but only if the property so described does not include Trademarks, Licenses, or goodwill in which Bank has a security interest under the Trademark Security Agreement.

IN WITNESS WHEREOF, Bank and Obligor have caused their authorized representatives to execute this Fourth Amendment as of the date first written above.

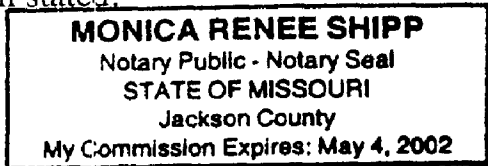
By:

Joseph M. McCaddon
Joseph M. McCaddon
Senior Vice President

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this 28th day of July in the year 1998, before me, Monica Renee Shipp a notary public in and for said county and state, personally appeared Joseph M. McCaddon, Senior Vice President, NationsBank, N.A., successor to Boatmen's First National Bank of Kansas City, known to me to be the person who executed the within Fourth Amendment to Trademark Security Agreement on behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.



Monica Renee Shipp
Notary Public

My commission expires:

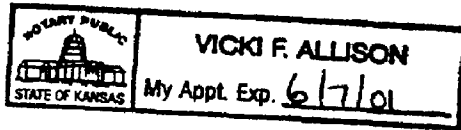
May 4, 2002

By: Conrad Hock Jr
Name: Conrad Hock Jr
Title: President

ACKNOWLEDGMENT

STATE OF Kansas)
County Johnson) SS.
STATE OF Johnson)

On this 31 day of July in the year 1998, before me.,
Vicki F. Allison, a notary public in and for said county and state, personally
appeared Conrad Hock Jr, President, Williams Foods, Inc., known
to me to be
the person who executed the within Fourth Amendment to Trademark Security Agreement
on behalf of said corporation and acknowledged to me that he executed the same for the
purposes therein stated.



Vicki F. Allison
Notary Public

My commission expires:

6/7/01

TRADEMARKS

TRADEMARK	REGISTRATION NO.	DATE OF REGISTRATION
COUNTRY STORE	U.S.: 1,434,862	March 31, 1987
COUNTRY STORE	U.S.: 1,433,102	March 17, 1987
COUNTRY STORE	Colombia: None- Application No. 342274	Not Applicable
MAGNIFLAVOR	U.S.: 1,661,274	October 15, 1991
BUTTER MAGIC	U.S.: 1,535,550	April 18, 1989
WILLIAMS (stylized letters)	U.S.: 1,504,172	September 13, 1988
NOT FRENCH NOT ITALIAN NOT RUSSIAN FINALLY AN AMERICAN SALAD DRESSING WITH A MULTINATIONAL TASTE FOR A MULTINATIONAL COUNTRY (and design)	U.S.: 1,857,811	October 11, 1994
GRANDMA'S SPANISH SEASONING (and design)	U.S.: 394,876	May 5, 1942
NOT FRENCH NOT ITALIAN NOT RUSSIAN FINALLY AMERICAN A REVOLUTIONARY SALAD DRESSING (and design)	U.S.: 1,927,112	October 17, 1995
SUN-BIRD	1,124,991	September 11, 1979
SUN-BIRD (and design)	1,582,810	February 13, 1990
SUN BIRD (and design)	1,838,448	May 31, 1994
SUN BIRD (and design)	2,121,797	December 16, 1997
SUN BIRD (and design)	TMA 393567 (Canada)	January 31, 1992

EXHIBIT A

THIRD AMENDMENT TO
TRADEMARK SECURITY AGREEMENT

This THIRD AMENDMENT TO TRADEMARK SECURITY AGREEMENT (the "Third Amendment") is made as of this 16 day of November, 1995, by Boatmen's First National Bank of Kansas City, with an office at 10th and Baltimore, Kansas City, Missouri 64105 ("Bank"):

W I T N E S S E T H:

WHEREAS, Williams Foods, Inc., a Missouri corporation ("Obligor"), entered into a certain Trademark Security Agreement with Bank as of the 1st day of September, 1994;

WHEREAS, said Trademark Security Agreement provides that, if Obligor obtains rights to any new Trademarks or Licenses, as those terms are defined in the Trademark Security Agreement, Bank has the authority to modify the Trademark Security Agreement by amending Exhibit A thereto to include on said exhibit any such Trademarks that are registered;

WHEREAS, as of August 1, 1994, Finally, Inc., a North Carolina corporation, assigned to Obligor all of the former's right, title, and interest in and to the following mark (the "Mark"), together with all of the goodwill associated therewith:

NOT FRENCH NOT ITALIAN NOT RUSSIAN
FINALLY AMERICAN A REVOLUTIONARY
SALAD DRESSING (and design);

and

WHEREAS, said mark was registered in the United States Patent and Trademark Office on October 17, 1995.

NOW, THEREFORE, pursuant to the authority given it in Paragraph 5 of the Trademark Security Agreement, Bank hereby modifies the Trademark Security Agreement by amending Exhibit A to that agreement to include the Mark, so that Exhibit A, as amended, reads as shown on the attached Exhibit A to this Third Amendment.

IN WITNESS WHEREOF, Bank has caused its authorized representative to execute this Third Amendment as of the date first written above.

BOATMEN'S FIRST NATIONAL BANK
OF KANSAS CITY

By: 

Joseph McCaddon
Vice President

ACKNOWLEDGEMENT

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

On this 16th day of November in the year 1995, before me, Janetta Kendrick, a notary public in and for said county and state, personally appeared Joseph McCaddon, Vice President, Boatmen's First National Bank of Kansas City, known to me to be the person who executed the within Third Amendment to Trademark Security Agreement on behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

Janetta Kendrick
Notary Public

My commission expires:
JANETTA KENDRICK
Notary Public - State of Missouri
Commissioned in Cass County
My Commission Expires Mar. 8, 1996

Acknowledged and agreed to:

WILLIAMS FOODS, INC.

By: Conrad Hodge Jr
Name: Conrad Hodge Jr
Title: PRESIDENT

TRADEMARKS

TRADEMARK	REGISTRATION NO.	DATE OF REGISTRATION
COUNTRY STORE	U.S.: 1,434,862	March 31, 1987
COUNTRY STORE	U.S.: 1,433,102	March 17, 1987
COUNTRY STORE	Colombia: None- Application No. 342274	Not Applicable
MAGNIFLAVOR	U.S.: 1,661,274	October 15, 1991
BUTTER MAGIC	U.S.: 1,535,550	April 18, 1989
WILLIAMS (stylized letters)	U.S.: 1,504,172	September 13, 1988
NOT FRENCH NOT ITALIAN NOT RUSSIAN FINALLY AN AMERICAN SALAD DRESSING WITH A MULTINATIONAL TASTE FOR A MULTINATIONAL COUNTRY (and design)	U.S.: 1,857,811	October 11, 1994
GRANDMA'S SPANISH SEASONING (and design)	U.S.: 394,876	May 5, 1942
NOT FRENCH NOT ITALIAN NOT RUSSIAN FINALLY AMERICAN A REVOLUTIONARY SALAD DRESSING (and design)	U.S.: 1,927,112	October 17, 1995

CCA_169696

EXHIBIT A

**TRADEMARK
REEL: 1800 FRAME: 0104**

SECOND AMENDMENT TO
TRADEMARK SECURITY AGREEMENT

This SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT (the "Second Amendment") is made as of this 6 day of Sept., 1995, by Boatmen's First National Bank of Kansas City, with an office at 10th and Baltimore, Kansas City, Missouri 64105 ("Bank"):

W I T N E S S E T H:

WHEREAS, Williams Foods, Inc., a Missouri corporation ("Obligor"), entered into a certain Trademark Security Agreement with Bank as of the 1st day of September, 1994;

WHEREAS, said Trademark Security Agreement provides that, upon the assignment of record in the United States Patent and Trademark Office ("PTO") to Obligor of the trademark "GRANDMA'S SPANISH SEASONING" (and design), Reg. No. 304,876 (the "Mark"), Bank has the authority to modify the Trademark Security Agreement by amending Exhibit A thereto to include on said exhibit such trademark;


WHEREAS, by an instrument dated March 8, 1995, and recorded in the PTO on March 27, 1995, at Reel 1312, Frame 237, Bill Young Yee, Sarah Jane Yee, and Daniel L. Marks assigned to Obligor all of their right, title, and interest in and to the Mark, together with all of the goodwill associated therewith; and

WHEREAS, the Mark was registered in the United States Patent and Trademark Office on May 5, 1942.

NOW, THEREFORE, pursuant to the authority given it in Paragraph 10 of the Trademark Security Agreement, Bank hereby modifies the Trademark Security Agreement by amending Exhibit A to that agreement to include the Mark, so that Exhibit A, as amended, reads as shown on the attached Exhibit A to this Second Amendment.

IN WITNESS WHEREOF, Bank has caused its authorized representative to execute this Second Amendment as of the date first written above.

BOATMEN'S FIRST NATIONAL BANK
OF KANSAS CITY

By: 
Joseph McCaddon
Vice President

ACKNOWLEDGEMENT

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

On this 6 day of Sept. in the year 1995, before me, Angela Carter, a notary public in and for said county and state, personally appeared Joseph McCaddon, Vice President, Boatmen's First National Bank of Kansas City, known to me to be the person who executed the within Second Amendment to Trademark Security Agreement on behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

ANGELA K. CARTER
Notary Public - Notary Seal
STATE OF MISSOURI
Platte County

My Commission Expires: June 14, 1998

Angela K. Carter
Notary Public

My commission expires:

6-14-98

Acknowledged and agreed to:

WILLIAMS FOODS, INC.

By: Joseph McCaddon
Name: _____
Title: _____

CCA_169686

TRADEMARKS

TRADEMARK	REGISTRATION NO.	DATE OF REGISTRATION
COUNTRY STORE	U.S.: 1,434,862	March 31, 1987
COUNTRY STORE	U.S.: 1,433,102	March 17, 1987
COUNTRY STORE	Colombia: None- Application No. 342274	Not Applicable
MAGNIFLAVOR	U.S.: 1,661,274	October 15, 1991
BUTTER MAGIC	U.S.: 1,535,550	April 18, 1989
WILLIAMS (stylized letters)	U.S.: 1,504,172	September 13, 1988
NOT FRENCH NOT ITALIAN NOT RUSSIAN FINALLY AN AMERICAN SALAD DRESSING WITH A MULTINATIONAL TASTE FOR A MULTINATIONAL COUNTRY (and design)	U.S.: 1,857,811	October 11, 1994
GRANDMA'S SPANISH SEASONING (and design)	U.S.: 394,876	May 5, 1942

CCA_169696

EXHIBIT A

**TRADEMARK
REEL: 1800 FRAME: 0107**

FIRST AMENDMENT
TO
TRADEMARK SECURITY AGREEMENT

This FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (the "First Amendment") is made as of this 30th day of November, 1994, by Boatmen's First National Bank of Kansas City, with an office at 10th and Baltimore, Kansas City, Missouri 64105 ("Bank"):

W I T N E S S E T H:

WHEREAS, Williams Foods, Inc., a Missouri corporation ("Obligor"), entered into a certain Trademark Security Agreement with Bank as of the 1st day of September, 1994;

WHEREAS, said Trademark Security Agreement provides that, if Obligor obtains rights to any new Trademarks or Licenses, as those terms are defined in the Trademark Security Agreement, Bank has the authority to modify the Trademark Security Agreement by amending Exhibit A thereto to include on said exhibit any such Trademarks that are registered;

WHEREAS, as of August 1, 1994, Finally, Inc., a North Carolina corporation, assigned to Obligor all of the former's right, title, and interest in and to the following mark (the "Mark"), together with all of the goodwill associated therewith:

NOT FRENCH NOT ITALIAN NOT RUSSIAN
FINALLY AMERICAN A MULTINATIONAL
TASTE FOR A MULTINATIONAL COUNTRY
(and design);

and

WHEREAS, said mark was registered in the United States Patent & Trademark Office on October 11, 1994.

NOW, THEREFORE, pursuant to the authority given it in Paragraph 5 of the Trademark Security Agreement, Bank hereby modifies the Trademark Security Agreement by amending Exhibit A to that agreement to include the Mark, so that Exhibit A, as amended, reads as shown on the attached Exhibit A to this First Amendment.

IN WITNESS WHEREOF, Bank has caused its authorized representative to execute this First Amendment as of the date first written above.

BOATMEN'S FIRST NATIONAL BANK
OF KANSAS CITY

By: Joseph McCaddon
Joseph McCaddon
Vice President

ACKNOWLEDGEMENT

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

On this 30th day of November in the year 1994, before me, Angela K. Steinman, a notary public in and for said county and state, personally appeared Joseph McCaddon, Vice President, Boatmen's First National Bank of Kansas City, known to me to be the person who executed the within First Amendment to Trademark Security Agreement on behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

Angela K. Steinman
Notary Public

My commission expires:

ANGELA K. STEINMAN
Notary Public - Notary Seal
STATE OF MISSOURI
Clinton County
My Commission Expires: June 14, 1998

6-14-98

Acknowledged and agreed to:

WILLIAMS FOODS, INC.

By: Conrad Hock Jr
Name: Conrad Hock Jr
Title: President

CCA_140329

TRADEMARKS

TRADEMARK	REGISTRATION NO.	DATE OF REGISTRATION
COUNTRY STORE	U.S.: 1,434,862	March 31, 1987
COUNTRY STORE	U.S.: 1,433,102	March 17, 1987
COUNTRY STORE	Colombia: None - Application No. 342274 pending	Not Applicable
MAGNIFLAVOR	U.S.: 1,661,274	October 15, 1991
BUTTER MAGIC	U.S.: 1,535,550	April 18, 1989
WILLIAMS (stylized letters)	U.S.: 1,504,172	September 13, 1988
NOT FRENCH NOT ITALIAN NOT RUSSIAN FINALLY AN AMERICAN SALAD DRESSING WITH A MULTINATIONAL TASTE FOR A MULTINATIONAL COUNTRY (and design)	U.S.: 1,857,811	October 11, 1994

EXHIBIT A

TRADEMARK
REEL: 1800 FRAME: 0110

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (the "Trademark Security Agreement") made as of this 1 day of September, 1994, by Williams Foods, Inc., a Missouri corporation having an address at 13301 West 99th Street, Lenexa, Kansas 66215 ("Obligor"), in favor of Boatmen's First National Bank of Kansas City, with an office at Tenth and Baltimore, Kansas City, Missouri 64105 ("Bank"):

W I T N E S S E T H:

WHEREAS, Obligor and Bank are parties to a certain "Security Agreement (Inventory, Accounts and General Intangibles) to Bank" executed June 30, 1993 (the "Security Agreement"), and other related loan documents of even date therewith and Obligor is contemporaneously herewith executing a certain Promissory Note (the "Promissory Note") to Bank in the amount of Two Million Dollars (\$2,000,000) (the Security Agreement, related loan documents, and the Promissory Note are referred to collectively hereinafter as the "Loan Agreements"), which Loan Agreements provide (i) that Bank may, from time to time, extend credit to or for the account of Obligor and (ii) for the grant by Obligor to Bank of a security interest in certain of Obligor's assets, including without limitation its general intangibles;

TRADEMARK

REEL 1286 FRAME 118

WHEREAS, Obligor's general intangibles include certain trademarks; and

WHEREAS, the obligations incurred by Obligor in connection with the indebtedness evidenced by the Promissory Note are to be "Obligations" of the Obligor as such term is defined in the Security Agreement.

TRADEMARK

REEL 1214 FRAME 171

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Obligor agrees as follows:

1. Capitalized Terms. All terms capitalized but not otherwise defined herein shall have the same meaning as in the Security Agreement.

2. Security Interest in Trademarks and Licenses. To secure the complete and timely satisfaction of all of the Obligations, Obligor hereby grants a first security interest, having priority over all other security interests, with power of sale, to the extent permitted by law or by the specific license agreements, upon the occurrence of any Event of Default, in and to all of Obligor's now existing and hereafter created or acquired:

(i) trademarks, trademark registrations, trademark applications, trade names and trade styles, service marks,

service mark registrations and service mark applications, including, without limitation, the trademarks and registrations thereof listed on Exhibit A and the trademark and registration thereof listed on Exhibit B, both of which exhibits are attached hereto and hereby made a part hereof, and (a) renewals or extensions thereof, (b) all income, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (Each of the foregoing trademarks, trade names and trade styles, service marks and applications and registrations thereof, together with the items described in clauses (a) through (d) of this subsection 2(i), is sometimes hereinafter referred to individually as a "Trademark" and collectively as the "Trademarks");

(ii) all license agreements with respect to any of the Trademarks or any other trademark or service mark or any application or registration thereof or any other trade name or trade style between Obligor and any other party (including, without limitation, the license from Borden, Inc., embodied in a certain August 25, 1994, Letter Agreement between Borden and Obligor (hereinafter the "Borden License")), whether Obligor is a licensor or licensee under any such license agreement (all of the foregoing license agreements and Obligor's rights thereunder are referred to collectively as the "Licenses"); and

(iii) the goodwill of Obligor's business connected with and symbolized by the Trademarks.

3. Warranties and Representations. Obligor warrants and represents to Bank that:

(i) The Trademarks listed on Exhibit A and the Borden License have not been adjudged invalid or unenforceable and have not been cancelled, in whole or in part and are presently subsisting;

(ii) To the best of Obligor's knowledge, each of the Trademarks listed on Exhibits A and B and the Borden License are valid and enforceable;

(iii) Obligor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks listed on Exhibit A and the Borden License, free and clear of any liens, charges and encumbrances, including without limitation licenses and covenants by Obligor not to sue third persons;

(iv) Obligor has adopted, used and is currently using all of the Trademarks listed on Exhibits A and B, other than the marks being assigned to Obligor by Borden, Inc.,

contemporaneously herewith (hereinafter the "Borden Assigned Marks");

(v) Immediately upon the assignment to it of the Borden Assigned Marks, Obligor will adopt and use such Marks;

(vi) Obligor has no notice of any suits or actions commenced or threatened with reference to the Trademarks or Licenses;

(vii) Obligor has the right to execute and deliver this Trademark Security Agreement and perform its terms; and

(viii)

A. The recordation system in the United States Patent and Trademark Office has shown (I), in connection with Registration No. 1,434,862 on Exhibit A, a change of name of one "Carlin Foods Corporation" to "Bunge Foods Corporation" and (II), in connection with Registration No. 1,433,102, an assignment from "Kwang Hwa Publishing (U.S.A.), Inc.," a Texas corporation, to "Kwang Hwa Publishing (U.S.A.), Inc.," a California corporation;

B. Said recorded information appeared in the records relating to the two referenced registrations as a result of errors in the recordation process; such errors have been corrected as of the signing of this Trademark Security Agreement; and said recorded information does not in any way whatsoever relate or affect the title to the registrations or the trademarks that are the subject of those registrations;

4. Restrictions on Future Agreements. Obligor agrees that until the Obligations shall have been satisfied in full and the Loan Agreements shall have been terminated, Obligor shall not sell or assign its interest in, or grant any license under, the Trademarks or Licenses, or enter into any other agreement with respect to the Trademarks or Licenses which is inconsistent with Obligor's obligations under this Trademark Security Agreement without the prior written consent of Bank, and Obligor further agrees that it shall not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action (solely with respect to the Trademarks), which would affect the validity or enforcement of the rights granted to Bank under this Trademark Security Agreement.

5. New Trademarks and Licenses. Obligor represents and warrants that the Trademarks listed on Exhibit A constitute all of the registered Trademarks now owned of record by Obligor (other than the following three registered trademarks the registrations for which Obligor has abandoned but which

TRADEMARK

TRADEMARK

REEL 1286 FRAME 120

REEL 1214 FRAME 173

abandonment has not yet been formally recognized by the United States Patent & Trademark Office: NACHO-RONI, Reg. No. 1,493,370; CHILI-RONI, Reg. No. 1,492,472; and TACO-RONI, Reg. No. 1,492,471), and that the Borden License is the only License now owned by Obligor. If, before Obligor's Obligations shall have been satisfied in full or before the Loan Agreements have been terminated, Obligor shall (i) become aware of any existing registered Trademarks or Licenses of which Obligor has not previously informed Bank, (ii) obtain rights to any new Trademarks or Licenses, or (iii) become entitled to the benefit of any other Trademarks or any other Licenses, the provisions of this Trademark Security Agreement above shall automatically apply thereto, and Obligor shall give to Bank prompt written notice thereof. Obligor hereby authorizes Bank to modify this Trademark Security Agreement by amending Exhibit A to include any such registered Trademarks and to add an Exhibit C listing any such additional Licenses.

6. Term. The term of the security interest granted herein shall extend until the Obligations have been paid in full and the Loan Agreements have been terminated. Upon the occurrence of an Event of Default, Obligor agrees that the use by Bank of all Trademarks and Licenses shall be worldwide and without any liability for royalties or other related charges from Bank to the Obligor.

7. Bank's Right to Inspect. Bank shall have the right, at any time and from time to time during normal business hours and prior to payment in full of the Obligations and termination of the Loan Agreements, to inspect Obligor's premises and to examine Obligor's books, records and operations, including, without limitation, Obligor's quality control processes. Obligor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof and (ii) to provide Bank, upon Bank's request from time to time, with a certificate of an officer of Obligor certifying Obligor's compliance with the foregoing. Upon the occurrence of an Event of Default, Obligor agrees that Bank, or a conservator appointed by Bank, shall have the right to establish such additional product quality controls as Bank, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Obligor under the Trademarks.

8. Release of Security. This Trademark Security Agreement is made for collateral purposes only. Upon payment in full of the Obligations and termination of the Loan Agreements, Bank at Obligor's expense shall execute and deliver to Obligor all instruments, and shall take such other actions, as may be necessary or proper to release Bank's security interest in the Trademarks and Licenses, subject to any disposition thereof which may have been made by Bank pursuant hereto or pursuant to the Loan Agreements.

TRADEMARK

TRADEMARK

REEL 1286 FRAME 121

REEL 1214 FRAME 174

9. Expenses and Indemnity. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Obligor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorney's and paralegal's fees and legal expenses, incurred by Bank in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks and Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks and Licenses, shall be borne by and paid by Obligor on demand by Bank and, until so paid, shall be added to the principal amount of the Obligations and shall bear interest at the highest interest rate permitted by law. Obligor shall indemnify, defend, and hold Bank harmless from and against any and all claims, suits, actions, causes or liability, in any judicial or administrative forum, arising from, relating to, or connected with any or all of the Trademarks or Licenses or the grant to Bank of the interests provided for in this Trademark Security Agreement.

TRADEMARK

REEL 1286 FRAME 122

10. Duties of Obligor. Obligor shall have the duty (i) to use its reasonable best efforts in the prosecution of any trademark or service mark applications for registration pending as of the date hereof or thereafter until the Obligations shall have been paid in full, (ii) to make application for registration of unregistered trademarks and service marks to the extent commercially reasonable, (iii) to preserve and maintain all rights in the Trademarks and Licenses, (iv) to ensure that the Trademarks and Licenses are and remain enforceable, and (v) to take such steps as may be necessary to effect promptly the assignment of record in the United States Patent and Trademark Office of the registered trademark listed on Exhibit B to Obligor (upon the occurrence of which assignment of record Bank shall be authorized to add such trademark to Exhibit A). Any expenses incurred in connection with Obligor's obligations under this Section 10 shall be borne by Obligor. Obligor shall not abandon any Trademark or License without the consent of Bank.

TRADEMARK

REEL 1214 FRAME 175

11. Bank's Right to Sue. After the occurrence of any event of default set out in Paragraph 12 of the Security Agreement (an "Event of Default"), Bank shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and Licenses, and, if Bank shall commence any such suit, Obligor shall, at the request of Bank, do any and all lawful acts and execute any and all proper documents required by Bank in aid of such enforcement, and Obligor shall promptly, upon demand, reimburse and indemnify Bank for all reasonable costs and expenses incurred by Bank in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Obligor and Bank, nor any failure to exercise, nor any delay in exercising,

on the part of either party, any right, power or privilege hereunder or under the Loan Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Trademark Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Trademark Security Agreement in any jurisdiction. As secured party, Bank shall have, upon occurrence of any Event of Default and otherwise, and in addition to all other rights and remedies allowed by law or given it by the terms of this Trademark Security Agreement and the Loan Agreements, the rights and remedies of a secured party under the Uniform Commercial Code.

14. Modification. This Trademark Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 or Section 10 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies, Power of Attorney; Effect on Financing Agreement. All of Bank's rights and remedies with respect to the Trademarks and Licenses, whether established hereby or by the Loan Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence of an Event of Default, Obligor hereby authorizes Bank to make, constitute and appoint any officer or agent of Bank as Bank may select, in its sole discretion, as Obligor's true and lawful attorney-in-fact, with power to (i) endorse Obligor's name on all applications, documents, papers and instruments necessary or desirable for Bank in the use of the Trademarks and Licenses, (ii) take any other actions with respect to the Trademarks and Licenses as Bank deems to be in the best interest of Bank, (iii) grant or issue any exclusive or non-exclusive license under the Trademarks or Licenses to anyone, and (iv) assign, pledge, convey or otherwise transfer title in, including without limitation transfer to Bank, or dispose of the Trademarks or Licenses to anyone. Obligor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and the Security Agreement has been terminated. Obligor acknowledges and agrees that this Trademark Security Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Loan Agreements but rather is intended to facilitate the exercise of such rights and remedies. Bank shall have, in addition to all other rights and remedies given it

REEL 1286 FRAME 123

REEL 1214 FRAME 176

TRADEMARK
TRADEMARK

by the terms of this Trademark Security Agreement and the Loan Agreements, all rights and remedies allowed by law.

16. Binding Effect; Benefits. This Trademark Security Agreement shall be binding upon the Obligor and its respective successors and assigns, and shall inure to the benefit of Bank, its successors, nominees and assigns.

17. Governing Law. This Trademark Security Agreement shall be governed by and construed in accordance with the internal laws of the State of Missouri.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Obligor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Bank shall reasonably request from time to time in order to carry out the purpose of this Trademark Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Obligor contained in this Trademark Security Agreement shall survive the execution and delivery of this Trademark Security Agreement and shall be remade on the date of each borrowing under the Loan Agreements or of the incurring of any other future indebtedness to Bank by Obligor.

21. Recording. Obligor acknowledges and agrees that Bank may cause this Trademark Security Agreement and such other and additional evidence of the security interests created by such Agreement to be recorded in the United States Patent and Trademark Office and in the offices of such state secretaries of state (or like officials) and of such authorities in foreign countries for the registration, recordation, or regulation of trademarks as Bank, in its sole discretion, deems appropriate for the perfection and preservation of Bank's security interests.

TRADEMARK

TRADEMARK

REEL 1286 FRAME 124

REEL 1214 FRAME 177

IN WITNESS WHEREOF, Obligor has caused its authorized representative to execute this Trademark Security Agreement in favor of Bank as of the date first written above.

WILLIAMS FOODS, INC.

By: Viki F. Allison
VP, Finance

Attest:

Richard H. Spencer
Secretary

ACKNOWLEDGMENT

STATE OF Missouri)
COUNTY OF Jackson) ss.

on this 1st day of Sept. in the year 1994, before me Peggy L. Lingo, a Notary Public in and for said county and state, personally appeared Viki F. Allison, Williams Foods, Inc., known to me to be the person who executed the within Trademark Security Agreement on behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

Peggy L. Lingo
Notary Public

My commission expires:

PEGGY L. LINGO
Notary Public - State of Missouri
Commissioned in Clay County
My Commission Expires March 31, 1997

Agreed to and accepted:

Boatmen's First National Bank of Kansas City

By: Joseph P. Caldwell

TRADEMARK

REEL 1286 FRAME 125

TRADEMARK

REEL 1214 FRAME 178

TRADEMARKS

TRADEMARK	REGISTRATION NO.	DATE OF REGISTRATION
COUNTRY STORE	U.S.: 1,434,862	March 31, 1987
COUNTRY STORE	U.S.: 1,433,102	March 17, 1987
COUNTRY STORE	Colombia: None - Application No. 342274 pending	Not Applicable
MAGNIFLAVOR	U.S.: 1,661,274	October 15, 1991
BUTTER MAGIC	U.S.: 1,535,550	April 18, 1989
WILLIAMS (stylized letters)	U.S.: 1,504,172	September 13, 1988

REEL 1286 FRAME 126

REEL 1214 FRAME 179

TRADEMARK

TRADEMARK

